THIS INSTRUMENT PREPARED BY:
CHERNAU, CHAFFIN AND BURNSED, PLLC
One American Center
3100 West End Avenue, Suite 550
Nashville, Tennessee 37203

Davidson County DEEDTRS
Recvd: 12/28/06 15:30 3 pgs
Fees:18.00 Taxes:2990.44
20061228-0160347

ADDRESS NEW OWNER:	SEND TAX BILLS TO:	MAP/PARCEL:
Capital Bank & Trust Company 1808 West End Avenue, Suite 600 Nashville, Tennessee 37203	SAME	116-15/4

SUBSTITUTE TRUSTEE'S DEED

WHEREAS, Lender is the beneficiary of the Deed of Trust and Security Agreement (Containing Provisions Related to Construction of Improvements to Real Property), dated May 17, 2005, of record in Instrument Number 20050518-0055887, Register's Office for Davidson County, Tennessee, and all modifications, renewals, extensions or amendments thereto, including but not limited to those in Instrument Numbers 20051118-0139749, 20060327-0034322, 20060705-0079673, 20060711-0082873, and 20050829-0102833, said Register's Office (hereinafter collectively referred to as "Deed of Trust"). Said Deed of Trust secures to Capital Bank & Trust Company ("Lender") the payment in full of the note evidencing the subject indebtedness;

WHEREAS, by and through the above described Deed of Trust, the grantor, BRIGHT BUILT HOMES, LLC (the "Borrower") conveyed the real property described herein to R. Rick Hart, Trustee, for the benefit of the Lender, with power of sale;

WHEREAS, there has occurred one or more acts of default in the note evidencing the indebtedness owed to Lender;

WHEREAS, the Lender pursuant to the terms and conditions of the above Deed of Trust, did appoint Amy Smith as Substitute Trustee, to serve in the stead of the Trustee with all powers granted unto the Trustee, such appointment appearing of record in Instrument Number 20061120-0143599, Register's Office for Davidson County, Tennessee;

WHEREAS, Lender notified the Trustee of the default by the Borrower in the payments called for in the note secured by the above Deed of Trust and demanded that the Trustee advertise a portion of the subject property for sale pursuant to the terms and conditions of the said Deed of Trust;

WHEREAS, the Substitute Trustee did advertise the property for sale in the "Nashville Record" on November 30, December 7, and December 14, 2006, in accordance with and in fulfillment of the requirements of the above Deed of Trust;

WHEREAS, the Trustee, in accordance with the requirements of the above Deed of Trust and the published advertisement for sale of the subject property, did on the 28th day of December, 2006, appear and conduct the sale of the herein described property;

WHEREAS, Capital Bank & Trust Company did place the highest bid for the subject property, being the sum of $808,226.00; and

NOW THEREFORE, for and in consideration of the sum of $808,226.00, the Substitute Trustee has bargained and sold, and by these present does transfer and convey unto the said Capital Bank & Trust Company, the Grantee herein, its successors and assigns, the property described as follows:

> Land in Davidson County, Tennessee, being part of Lot No. 6 on the First Plan of Belle Meade, of record in Book 332, page 88, in the Register's Office for Davidson County, Tennessee, and a 10-foot reserved strip of land lying adjacent to and northeast and east of said portion of Lot No. 6, described according to Survey made by A & A Engineers, Inc., dated July 30, 1996, as follows:
>
> Beginning on the northerly margin of Glen Eden Drive at an iron pin in the easterly margin of the 10-foot reserved strip; thence with the margin of said reserved strip, North 3 deg. 04 min. 05 sec. East 138.74 feet, more or less, to a point; and North 57

deg. 23 min. 19 sec. West 357.75 feet to an iron pin; thence leaving said reserved strip, South 10 deg. 30 min. East 319.66 feet to an iron pin on the northerly margin of Glen Eden Drive; thence with the northerly margin of said Drive, eastwardly 237.87 feet to the beginning.

Being the same property conveyed to Bright Built Homes, LLC, a Tennessee limited liability company, by Warranty Deed from Frank C. Morgan and Lori B. Morgan of record as Instrument No. 20050518-0055886 in the Register's Office for Davidson County, Tennessee.

INCLUDED in the above described property, but **EXPRESSLY EXCLUDED THEREFROM** is that 0.250 acre tract conveyed to Barney D. Byrd by Warranty Deed from Bright Built Homes, LLC, a Tennessee limited liability company, of record as Instrument No. 20050804-0091550 in said Register's Office, more particularly described as follows:

"Land lying in the City of Belle Meade, Davidson County, Tennessee, fronting 35.90 feet on the north margin of Glen Eden Drive, and being the westerly 35.78 feet of the property conveyed to Richard C. Patrick, Jr. and wife, Kathleen T. Patrick, by Deed from Louise P. Schwab of record in Book 3129, page 125, in the Register's Office for Davidson County, Tennessee, and being a part of Lot 6 of the First Subdivision of Belle Meade of record in Plat Book 332, pages 88 and 89, and also being a small portion of a 10-foot reserved strip of land lying adjacent to and northeast of said part of lot 6, and being further described according to a survey by Wm. Robert Seigenthaler, Tenn. R.L.S. No. 177, dated June 20, 2005, for the Proposed Division of 1.285 acres conveyed to Bright Built Homes, LLC, of record as Instrument No. 20050518-0055886 in said Register's Office, and being further described as follows:

Beginning at an iron pin in the north margin of Glen Eden Drive, said iron pin being the southeast corner of a 5.95 acre tract of land conveyed to Barney D. Byrd of record as Instrument No. 20050224-0020189, Register's Office for Davidson County, Tennessee, and said iron pin being also the southwest corner of the herein described property; thence with said Byrd's east boundary line, North 9 deg. 13 min. 49 sec. West 319.89 feet to an iron pin at the south side of an old stone wall; thence running parallel to said wall, South 55 deg. 58 min. 51 sec. East 49.12 feet to an iron pin; thence with a new proposed line being 35.78 feet east or, and parallel to Byrd's east line, South 9 deg. 13 min. 49 sec. East 289.18 feet to an iron pin in the north margin of Glen Eden Drive; thence with the said north margin around a curve to the left, said curve having a central angle of 3 deg. 26 min. 10 sec., a radius of 598.70 feet, a tangent of 17.96 feet, and a chord bearing South 85 deg. 28 min. 45 sec. West 35.90 feet to the point of beginning, and containing 0.250 acre, more or less."

Possible Address: 4326 Glen Eden Drive, Nashville, Tennessee

Possible Map & Parcel: 116-15/4

This sale is subject to all matters shown on any recorded document, including any applicable recorded plan, plat, charter, restriction, judgment(s), notice of governmental entity, or declaration of taking(s); any prior lien(s) of record; unpaid taxes and assessments which exist as a lien against said properties; any restrictive covenant(s), easement(s) or setback line(s) that may be applicable; any statutory rights of redemption not otherwise waived in the Deed of Trust, including rights of redemption of any governmental agency, state or federal; and any prior deeds of trust, liens, dues, assessments, encumbrances, defects, adverse claims, and other matters that may take priority over the Deed of Trust upon which this foreclosure sale is conducted or are not extinguished by this foreclosure sale. This sale is also subject to any matter that an accurate survey of the premises might disclose.

The Substitute Trustee makes no personal warranties or representations concerning the subject property. The transfer is "AS IS, WHERE IS, AND WITH ALL FAULTS," and without warranty of any

kind, express or implied, as to the condition of such property and the improvements located thereon, including merchantability or fitness for particular purpose. Without limiting the foregoing, SUCCESSOR TRUSTEE DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE. ADDITIONALLY, SUCCESSOR TRUSTEE DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES AS TO THE ABSENCE OR PRESENCE ON OR UNDER THE PROPERTY OF HAZARDOUS SUBSTANCES AS DEFINED BY ANY ENVIRONMENTAL LAWS, INCLUDING WITHOUT LIMITATION THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT ("Cercla") OR SIMILAR FEDERAL AND STATE LEGISLATION (COLLECTIVELY, THE "ENVIRONMENTAL LAWS"). Trustee shall make no covenant of seisin or warranty of title, express or implied.

To have and to hold the said tract or parcel of land, including all appurtenances, estate, title and interest thereto belonging, unto the said Grantee, their heirs and/or assigns, forever.

Whenever used, the singular number or pronoun shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

WITNESS, my hand this 28th day of December, 2006.

Amy Smith, Trustee

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public, in and for said County and State, the within named **Amy Smith**, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who acknowledged herself to be the Trustee under the above referenced Deed of Trust, and who acknowledged that she executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville Tennessee, this the 28th day of December, 2006.

Notary Public

My Commission Expires: 1-24-09

CHARLOTTE M. TEMPLE
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY, TN

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration for this transfer or value of property (whichever is greater) is $808,226.00. This is equal to or greater than the property would bring at a fair and voluntary sale.

Amy Smith, Trustee

Sworn to and subscribed before me this the 28th day of December, 2006.

Notary Public

My Commission Expires: 1-24-09

CHARLOTTE M. TEMPLE
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY, TN

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